

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, §39M)

PROJECT MANUAL:
REMOVAL AND DISPOSAL OF STOCKPILED
STREET SWEEPINGS
INVITATION FOR BID #15-38

Pre Bid: October 30, 2014 at 10:00 a.m. Rumford Ave Landfill

Bid Opening Date: November 6, 2014 at 10:00 a.m.

OCTOBER 2014
Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

INVITATION FOR BID #15-38

The City of Newton invites sealed bids in accordance with M.G.L. c.30, §39M from Contractors for:

REMOVAL AND DISPOSAL OF STOCKPILED STREET SWEEPINGS

Pre-Bid Meeting: 10:00 a.m., Thursday, October 30, 2014, Runford Avenue Landfill

Bids will be received until: 10:00 a.m., Thursday, November 6, 2014

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The work under this contract is for the removal and disposal of stockpiled street sweepings at the Rumford Avenue Landfill location.

Documents relating to this Invitation For Bids (Contract Documents) will be available online at www.newtonma.gov/bids or pick up at the Purchasing Department after 10:00 a.m., October 23, 2014.

Bids must be submitted with one Original and one Copy.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

The costs of any bond and any insurance required in this Invitation For Bid are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Anticipated start date is December 1, 2014. Time for completion is prior to January 16, 2015.

All bids are subject to the provisions of M.G.L. c.30, §39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. c.149, §26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all “on-site” work.

Once you've downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read

Chief Procurement Officer

October 23, 2014

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, October 31, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-38**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #15-38" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#15-38**

* NAME OF PROJECT: **Removal & Disposal of Stockpiled Street Sweepings**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in the Item Sheets at pp. 47-49 attached hereto. It is the City's intent to award one contract to the responsive and eligible bidder offering the lowest Base Bid or Total Bid, which the City shall elect. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City has used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City state in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The City shall have the sole right to determine whether or not said item is equal.

9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #15-38**

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

REMOVAL & DISPOSAL OF STOCKPILED STREET SWEEPINGS

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,
- C. The Contractor shall insert prices* for each item in ink, in both words and figures.

Base Price: _____ Dollars and \$ _____

For Alternate #1: _____ Dollars and \$ _____

Total Bid (Base Price and Alternate #1): _____ Dollars and \$ _____

(Contract price shall equal the Total Bid Price from the Item Sheets at p. 49 below)

** To the extent that the bid is based on estimated quantities, they are the City's best estimate based on its prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Item Sheets.*

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Signed Bid Form, 2 pages
- ☐ Item Sheets, 3 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ A five percent (5%) bid deposit

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. c.30, §39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____

(Name of General Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

REMOVAL & DISPOSAL OF STOCKPILED STREET SWEEPINGS

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$ _____)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #15-38 issued by the Purchasing Department;
- c. The Project Manual for: **REMOVAL & DISPOSAL OF STOCKPILED STREET SWEEPINGS** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: _____

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following accounts:

TBA - _____

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT & BONDS ARE APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2014 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of____2014.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the SELLOR.
7. The SELLOR shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the SELLOR, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the SELLOR or Contractor and may result in an unenforceable claim.
13. The SELLOR shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City

shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, §34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B. The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #15-38 City/Town: NEWTON
Description of Work: Removal & Disposal of Stockpiled Street Sweepings

Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 10/17/2014

Wage Request Number: 20141017-029

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	12/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	06/01/2015	\$32.75	\$9.91	\$0.00	\$0.00	\$42.66
	08/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	12/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	06/01/2016	\$33.25	\$10.41	\$0.00	\$0.00	\$43.66
	08/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
	12/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	12/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	06/01/2015	\$32.82	\$9.91	\$0.00	\$0.00	\$42.73
	08/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	12/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	06/01/2016	\$33.32	\$10.41	\$0.00	\$0.00	\$43.73
	08/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
	12/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	12/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	06/01/2015	\$32.94	\$9.91	\$0.00	\$0.00	\$42.85
	08/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	12/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	06/01/2016	\$33.44	\$10.41	\$0.00	\$0.00	\$43.85
	08/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
	12/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 10/17/2014

Wage Request Number: 20141017-029

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	12/01/2014	\$43.49	\$10.00	\$0.00	\$0.00	\$53.49
	06/01/2015	\$44.24	\$10.00	\$0.00	\$0.00	\$54.24
	12/01/2015	\$45.49	\$10.00	\$0.00	\$0.00	\$55.49
	06/01/2016	\$46.24	\$10.00	\$0.00	\$0.00	\$56.24
	12/01/2016	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	06/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
	12/01/2017	\$49.49	\$10.00	\$0.00	\$0.00	\$59.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$0.00	\$0.00	\$68.04
	08/01/2015	\$60.34	\$9.80	\$0.00	\$0.00	\$70.14
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$0.00	\$0.00	\$51.40
	08/01/2015	\$43.10	\$9.80	\$0.00	\$0.00	\$52.90
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$0.00	\$0.00	\$72.20
	08/01/2015	\$64.65	\$9.80	\$0.00	\$0.00	\$74.45
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2014	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2014	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.82	\$10.00	\$0.00	\$0.00	\$32.82
2	60	\$24.89	\$10.00	\$0.00	\$0.00	\$34.89
3	65	\$26.97	\$10.00	\$0.00	\$0.00	\$36.97
4	70	\$29.04	\$10.00	\$0.00	\$0.00	\$39.04
5	75	\$31.12	\$10.00	\$0.00	\$0.00	\$41.12
6	80	\$33.19	\$10.00	\$0.00	\$0.00	\$43.19
7	85	\$35.27	\$10.00	\$0.00	\$0.00	\$45.27
8	90	\$37.34	\$10.00	\$0.00	\$0.00	\$47.34

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.37	\$10.00	\$0.00	\$0.00	\$33.37
2	60	\$25.49	\$10.00	\$0.00	\$0.00	\$35.49
3	65	\$27.62	\$10.00	\$0.00	\$0.00	\$37.62
4	70	\$29.74	\$10.00	\$0.00	\$0.00	\$39.74
5	75	\$31.87	\$10.00	\$0.00	\$0.00	\$41.87
6	80	\$33.99	\$10.00	\$0.00	\$0.00	\$43.99
7	85	\$36.12	\$10.00	\$0.00	\$0.00	\$46.12
8	90	\$38.24	\$10.00	\$0.00	\$0.00	\$48.24

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	06/01/2014	\$34.10	\$7.30	\$0.00	\$0.00	\$41.40
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$0.00	\$0.00	\$42.15
	06/01/2015	\$35.60	\$7.30	\$0.00	\$0.00	\$42.90
	12/01/2015	\$36.35	\$7.30	\$0.00	\$0.00	\$43.65
	06/01/2016	\$37.10	\$7.30	\$0.00	\$0.00	\$44.40
	12/01/2016	\$38.10	\$7.30	\$0.00	\$0.00	\$45.40

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Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.46	\$7.30	\$0.00	\$0.00	\$27.76
2	70	\$23.87	\$7.30	\$0.00	\$0.00	\$31.17
3	80	\$27.28	\$7.30	\$0.00	\$0.00	\$34.58
4	90	\$30.69	\$7.30	\$0.00	\$0.00	\$37.99

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.91	\$7.30	\$0.00	\$0.00	\$28.21
2	70	\$24.40	\$7.30	\$0.00	\$0.00	\$31.70
3	80	\$27.88	\$7.30	\$0.00	\$0.00	\$35.18
4	90	\$31.37	\$7.30	\$0.00	\$0.00	\$38.67

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2014	\$21.48	\$10.00	\$0.00	\$0.00	\$31.48
12/01/2014	\$22.00	\$10.00	\$0.00	\$0.00	\$32.00
06/01/2015	\$22.38	\$10.00	\$0.00	\$0.00	\$32.38
12/01/2015	\$23.03	\$10.00	\$0.00	\$0.00	\$33.03
06/01/2016	\$23.42	\$10.00	\$0.00	\$0.00	\$33.42
12/01/2016	\$24.07	\$10.00	\$0.00	\$0.00	\$34.07
06/01/2017	\$24.58	\$10.00	\$0.00	\$0.00	\$34.58
12/01/2017	\$25.10	\$10.00	\$0.00	\$0.00	\$35.10

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2014	\$25.03	\$10.00	\$0.00	\$0.00	\$35.03
12/01/2014	\$25.64	\$10.00	\$0.00	\$0.00	\$35.64
06/01/2015	\$26.09	\$10.00	\$0.00	\$0.00	\$36.09
12/01/2015	\$26.84	\$10.00	\$0.00	\$0.00	\$36.84
06/01/2016	\$27.30	\$10.00	\$0.00	\$0.00	\$37.30
12/01/2016	\$28.05	\$10.00	\$0.00	\$0.00	\$38.05
06/01/2017	\$28.65	\$10.00	\$0.00	\$0.00	\$38.65
12/01/2017	\$29.26	\$10.00	\$0.00	\$0.00	\$39.26

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	12/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	06/01/2015	\$32.58	\$9.91	\$0.00	\$0.00	\$42.49
	08/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	12/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	06/01/2016	\$33.08	\$10.41	\$0.00	\$0.00	\$43.49
	08/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
	12/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	12/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	06/01/2015	\$33.33	\$9.91	\$0.00	\$0.00	\$43.24
	08/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	12/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	06/01/2016	\$33.83	\$10.41	\$0.00	\$0.00	\$44.24
	08/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
	12/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	12/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	06/01/2015	\$33.62	\$9.91	\$0.00	\$0.00	\$43.53
	08/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	12/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	06/01/2016	\$34.12	\$10.41	\$0.00	\$0.00	\$44.53
	08/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
	12/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2014

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

A. SUMMARY OF WORK

1.

Work under this contract calls for the removal and Disposal of stockpiled Street Sweepings and a possible add alternate Item for the removal and Disposal of Tailings (Alternative Bid – Item 4).

- Street Sweeping material has been collected from City of Newton streets and publicly-owned parking lots over the last 5 years and has been stockpiled at the site for the entire period. The Street Sweeping material consists predominantly of loam with some gravel, sands, leaves and organic matter interspersed with trash.
- Tailings material has been collected from the remains of the City of Newtons' loam processing operations. The Tailings material consists of some gravel and organic matter not suitable for loaming operations.

Contractor shall furnish all equipment, labor and materials necessary to remove approximately 12,000 cubic yards of Street Sweeping material and approximately 5,000 cubic yards of Tailings (Alternative Bid – Item 4) from the City of Newton Rumford Avenue Landfill and Post-Closure Use Site near the Waltham City/Town boundary.

Special Conditions:

- A. City of Newton will provide equipment and personnel required to load CONTRACTOR supplied trucks.
- B. Street Sweeping material is not regulated as a Solid Waste; as such no testing has been performed on the soils and no data is available. The CITY makes no claims regarding the absence or presence of any oil and/or hazardous material in the soil. If testing is required by the receiving facility the CONTRACTOR will be responsible for all expenses relative to testing/reporting. If testing is required CONTRACTOR must supply a copy of the test results to the City of Newton.
- C. Quantity of material removed will be monitored on a daily basis. No vehicle shall leave the facility without first being logged out by a City Site Inspector at the facility.
- D. Hours of operation shall be Monday through Friday from 7:00AM to 2:30PM. No vehicles will be allowed onto the site after 2:30PM.
- E. Selected CONTRACTOR must provide the City of Newton with a "Letter of Intent" from the designated disposal or re-use facility accepting the Street Sweeping materials. No off-site hauling shall commence until written confirmation is received from the destination facility indicating that the quantity of material has been accepted.

B. In addition the work under the contract includes:

1. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site or damage caused by CONTRACTORS vehicles. All damage repair costs shall be borne solely by the CONTRACTOR.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, disposal and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Upon notification the Contractor shall commence the work as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.
- B. The time for substantial completion pursuant to Article 2 of the Contract :

Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond in the amount of 50% of the contract total.**

Anticipated start date is December 1, 2014. Time for completion is forty five (45) calendar days from the Notice To Proceed.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$300,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$300,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.

- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON
GENERAL CONDITIONS OF THE CONTRACT
FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plans" shall mean plans, and all related drawings, diagrams, profiles and specifications referred to and included in the Project Manual for this contract.

The word "City" shall mean the City of Newton.

The word "Project" shall mean the services which are the subject of the Contract Documents.

The words "Subcontract" and "Subcontractor" shall refer to project contracts between the Contractor and a subcontractor, and the subcontractor thereunder.

The term "Substantial Completion" shall mean either that the work required by the contract has been completed except for the work having a contract price of less than one per cent of the then adjusted contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2
Plans, Drawings, Profiles

1.The work shall be done in accordance with Plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said Plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the Plans, and any work shown on the Plans though not mentioned in the contract, is to be provided by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, Plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the Plans and the contract.

Discrepancy in Plans

2.The Contractor shall carefully examine all said Plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 3

Inspection

The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the Plans, , the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and/or the Engineer and/or persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 4

Change in Plans and Work

The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, Plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between City and Contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 5

Time and Manner of Doing the Work

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. As applicable, the Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6

Compensation for Work

1. Subject to the provisions of Paragraph 10 of this Article, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

Final and Substantial Completion

4. Upon substantial completion of the work required by the Contract, the Contractor must present to the City Engineer written certification that the work is substantially complete. Within 21 calendar days after such certification is presented, the City Engineer shall present to the Contractor either a written declaration that the work is substantially complete or an itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work is not substantially complete. The City Engineer shall include with such itemized list a date by which the work items must be completed, which date may not be earlier than the date for substantial completion established in the Contract Documents. If the City Engineer does not respond as provided herein within 21 calendar days, then the date of the Contractor's certification shall become the date for effective declaration of substantial completion.

5. Within 15 calendar days after the effective declaration of substantial completion, the City Engineer shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items. Unless delayed by causes beyond the Contractor's control, with an extension of time granted pursuant to Article 8, the Contractor must complete the work items within 45 calendar days after receipt of the list, or by the contractual completion date, whichever is later. If the contractor fails to complete the work within the required time the City may, notwithstanding other rights and remedies at its disposal, and upon seven days written notice to the Contractor terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

6. Within 65 calendar days following the effective declaration of substantial completion, the City Engineer shall issue to the Commissioner who shall cause to be paid to the Contractor a substantial completion estimate which estimate shall consist of the balance of the then current contract price less a one percent retention, the estimated cost to complete incomplete or unsatisfactory work items, the value of any outstanding claims against the Contractor and the sum of all demands for direct payment made pursuant to Article 12 herein, provided that until final acceptance, the City shall retain five percent of the value of all items planted in the ground.

7. The Contractor shall provide written notice to the City Engineer when the work has been brought to final completion. Within ten days following receipt of such notice, and providing his inspection shows no work items remain incomplete or unsatisfactory, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

8. Within 30 calendar days following receipt of final completion, the City shall pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor for incomplete or unsatisfactory work or claims made by or against the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims.

9. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

10. The Contractor shall be paid for any additions, or deductions as provided in Article 4, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

11. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

12. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

13. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 7

Liquidated Damages

1. In case the work embraced in the contract shall not have been substantially completed by the date(s) stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun until the work is substantially completed in accordance with the following Schedule of Deductions and, in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

<u>Original Contract Amount From More Than</u>	<u>To and Including</u>	<u>Daily Charge Per Calendar Day</u>
\$ 0.	\$ 25,000.	\$ 30.
25,000.	50,000.	50.
50,000.	100,000.	100.
500,000.	1,000,000.	150.
1,000,000.	2,000,000.	200.
2,000,000.	—	300.

2. In case the work covered by the contract shall not have been brought to final completion within 45 calendar days following the date of declaration of substantial completion, the Contractor shall pay to the City of Newton as liquidated damages the sum of \$150.00 for each week or portion thereof during the period of overrun until the work is complete.

3. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging or owed to the Contractor in the hands and possession of or by the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 8

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 9

Lines and Grades

The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

ARTICLE 10

Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 11

Co-operation with Other Contractors

The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 12

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of all Subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

(b) Not later than the sixty-fifth day after each Subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the

City less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the Subcontractor by the Contractor.

(c) Each payment made by the City to the Contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of the Subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the City has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in subparagraphs (a) and (b), the City shall act upon the demand as provided in this section.

(d) If, within seventy days after the Subcontractor has substantially completed the Subcontract work, the Subcontractor has not received from the Contractor the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City, the demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the Subcontract and also a statement of the status of the completion of the Subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the Subcontractor has substantially completed the Subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

(e) Within fifteen days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the Subcontract work, the City shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The City shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.

(h) The City shall deduct from payments to a Contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

ARTICLE 13

Responsibility for Work-Contractor's Responsibility

The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done

thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 14 LIGHTS--GUARDS

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

2. The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

ARTICLE 15 Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 16 Defective Work and Materials

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City.

ARTICLE 17
Employment of Labor

The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 18
Laws and Regulations - Contractor to Comply with Law

The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions necessitate.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for Fuel (combination of Gasoline & Diesel). It is the bidders' responsibility to familiarize themselves with this price adjustment program prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: 0.303FC- FUEL COSTS FOR REMOVAL AND DISPOSAL OF STREET SWEEPING MATERIAL AND TAILINGS</p> <ul style="list-style-type: none"> *Bidder's may elect NOT to bid the cost of fuel(s) separately by inserting the term N/A (<i>i.e. Not Applicable</i>) in all (4) <u>entry lines</u> of this Item. This is a mandatory requirement to verify the Contractor has waived their option to bid the cost of fuel(s) separately and has instead elected to factor their <u>fuel costs</u> for this portion of the work into the bid price of Item 2. Contractor's choosing to bid this line item should NOT include the cost of fuel in the work to be performed under line Item 2. The City of Newton reserves the right to assess and validate the Contractor's fuel consumption information before and after awarding the bid. <p>-----</p> <p>0.303FC = total combined number of gallons of Fuel (Diesel & Gasoline) to dispose of One Cubic Yard of material(s) wasted off-site</p> <p>(IN WORDS) _____ Gallons Per Cubic Yard</p> <p>(IN FIGURES) _____ Gallons Per Cubic Yard</p> <p>(_____ Gallons per C.Y) x (\$ <u>3.172</u> /Gallon) x ^{^ Base Price^} <i>of diesel and gasoline = BPF</i> <i>Per Mass Highway</i></p>	12,000	C.Y.	<p>Note: This factored value is for the <u>Comparison of Bids Only.</u> (See Spec. Prov.)</p> <p>\$ _____</p>

(Items continued on next page)

ITEM DESCRIPTION & BID PRICE FOR BASE BID	EST. QTY	UNIT	TOTAL COST
<p>ITEM: 0.303tI- FUEL COSTS FOR REMOVAL AND DISPOSAL OF TAILINGS</p> <ul style="list-style-type: none"> *Bidder's may elect NOT to bid the cost of fuel(s) separately by inserting the term N/A (<i>i.e. Not Applicable</i>) in all (4) <u>entry lines</u> of this Item. This is a mandatory requirement to verify the Contractor has waived their option to bid the cost of fuel(s) separately and has instead elected to factor their <u>fuel costs</u> for this portion of the work into the bid price of Item 4. Contractor's choosing to bid this line item should NOT include the cost of fuel in the work to be performed under line Item 4. The City of Newton reserves the right to assess and validate the Contractor's fuel consumption information before and after awarding the bid. <p>-----</p> <p>0.303FC = total combined number of gallons of Fuel (Diesel & Gasoline) to dispose of One Cubic Yard of material(s) wasted off-site</p> <p>(IN WORDS)_____ Gallons Per Cubic Yard</p> <p>(IN FIGURES)_____ Gallons Per Cubic Yard</p> <p>(_____ Gallons per C.Y) x (\$ <u>3.172</u> /Gallon) x ^{^ Base Price ^} <i>of diesel and gasoline = BPF</i> <i>Per Mass Highway</i></p>	5,000	C.Y.	<p>Note: This factored value is for the Comparison of Bids Only. (See Spec. Prov.)</p> <p>\$ _____</p>
<p>ITEM: 1 - MOBILIZATION FOR ALL WORK ZONES (CONFERENCES, VIDEO FILE, NOTIFICATIONS, ETC.)</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER N/A</p>	N/A	N/A	\$ ____N/A____

(Items continued on next page)

ITEM: 2 – REMOVAL AND DISPOSAL OF STREET SWEEPING MATERIAL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	12,000	C.Y.	\$ _____
Item: 3 - MISCELLANEOUS WORK ALLOWANCE (ENGINEER'S DISCRETIONARY FUND) THE SUM OF: _____ TEN THOUSAND DOLLARS AND _____ NO CENTS (\$ _____ 10,000.00) PER ALLOWANCE	1	ALL.	\$10,000

ITEM DESCRIPTION & BID PRICE FOR ALTERNATIVE BID	EST. QTY	UNIT	TOTAL COST
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ITEM: 4 – REMOVAL AND DISPOSAL OF TAILINGS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	5,000	C.Y.	\$ _____
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BASE BID (Item 1 + Item 2 + Item 3):

ALTERNATIVE BID (Item 4):

TOTAL BID (BASE BID + ALTERNATIVE BID):

The Total for all items on this page must be inserted in Paragraph "C" of the BID FORM.

END OF SECTION

SECTION 0. 303**Item 0.303FC- FUEL COSTS FOR REMOVAL AND DISPOSAL OF STREET SWEEPING MATERIAL AND TAILINGS**Description

*** The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. *Not Applicable*) in all (4) entry lines of Item 0.303FC-EX on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the fuel costs for this portion of the work into the separate bid price of Item 2.**

(a) Under this item the Contractor shall be paid for all the fuel(s) consumed in the performance of this contract to provide all goods and services to complete this portion of this work.

(b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.

(c) IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward.

(d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid by the Contractor was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all related equipment and their associated manufacturer's fuel consumption rates which the Contractor/supplier intends to use to complete this portion of the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel for **this portion of the work is excessive for the type of equipment** traditionally deployed for this type of work then **the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.**

(e) The Contractor shall also incorporate into their bid the amounts of fuel required for any work performed by their subcontractors or by their vendors.

Method of Administration

(f) In accordance with Chapter 303 Acts of 2008, the City of Newton shall use the most current 'new' pricing of Diesel and Gasoline fuel as they are indicated on the Mass Highway web site at the time of advertisement.

<http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the **Base Price** of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the **Period Price** of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

The Contractor is advised to verify these value standards and citations prior to placing their bid.

Method of Administration

(g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.

(h) Payments for fuel shall be calculated at the end of each calendar month and they shall be based upon the acceptable number of cubic yards of existing walkway and driveway pavement and related soil material(s) excavated and disposed of within the applicable calendar month in which the work was performed. **(Program Note: In the event a continuous excavation/disposal operation spans several days but the excavation/disposal activities are performed in two separate months, then two separate fuel payments shall be made in conjunction/relative to the time-frame in which the activities were performed).**

(i) At the end of each calendar month the Contractor shall furnish the Engineer with an accurate measured and tabular accounting which clearly shows the collective amount of cubic yards pavement and related soil material excavated and disposed of during the applicable calendar month. The invoiced accounting shall bear the name of the Contractor and Vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the termination of operations for this portion of the work at the end of each calendar month. The City will have no obligation to pay at a higher rate of fuel for any unreported work performed in any calendar month which is subsequently forwarded after the operations for the month have ceased.**

(j) **Under this item no upward fuel adjustment will be made for any work or related activity which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(k) Payment formula:

BPF = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in \$/Gallon)

PPF = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in \$/Gallon)

G = Gallons of fuel bid by the Contractor to Excavate & Dispose of one (1) Cubic Yard of Pavement/Material
(Gallons bid per C.Y. for all excavation & disposal services)

CY = The total number of Cubic Yards of Pavement(s) Excavated & disposed of in the applicable calendar month

If the (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x CY = Fuel Payment (\$)

If the (PPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x CY = Fuel Payment (\$)

Basis of Payment

*** The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC-EX on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the fuel costs for this portion of the work into the separate bid price of Item 2.**

Basis of Payment (Continued)

(l) The cost of fuel(s) consumed for the removal and **disposal of one (1) cubic yard of street sweeping material, and/or related soil materials** shall be paid for under **Item 0.303FC**. The cost of fuel used to complete this portion of the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed and as specified herein.

(m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.

(n) No payment shall be made for any fuel(s) consumed to remedy any deficient and/or insufficient work performed by the Contractor, subcontractors and/or their vendors.

SECTION 1**Item 1 – MOBILIZATION FOR ALL WORK ZONES
(CONFERENCES, VIDEO FILE, NOTIFICATIONS, ETC.)****Description**

(a) Under this item the Contractor will be required to attend informational meetings, typically one for the general public when deemed necessary, and several with the City of Newton administration in order to discuss and subsequently address all points of concern, including but not limited to a Preconstruction Conference and Progress Conference(s) and inspection walk-throughs.

(b) Under this item the Contractor is responsible for processing all the necessary paperwork in the execution of this contract, as well as providing and distributing fliers and notifications to abutters and other concerned parties as the project commences and as it progresses.

(d) Under this item the Contractor shall comply with all special procedural and/or other site specific directives as stipulated on the plan(s) to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.

(e) Under this item the Contractor shall work closely and cooperatively with the Engineer to resolve all field and/or administrative issues. This cooperative work shall consist of, but is not limited to, performing field investigations to determine the best course of action(s) to address each particular issue at hand, which work may require survey and/or preliminary layout efforts by the Contractor. In addition the Contractor shall assign field personnel for the purpose of performing any investigative activities, or for the scheduling of the same, which work shall be done in a timely manner at the request of the Engineer, and/or for contacting and coordinating with any interested party for the purpose of expediting the project.

Method of Measurement

This item shall be considered incidental to the project.

Basis of Payment

This item shall be considered incidental to the project.

Item 2 – REMOVE AND DISPOSE OF STREET SWEEPINGS**Item 4 – REMOVE AND DISPOSE OF TAILINGS****Description**

The contractor shall furnish all equipment, labor and materials necessary to remove approximately 12,000 cubic yards of street sweeping material and 5,000 cubic yards of tailings from the City of Newton's Rumford Avenue Landfill and Post-Closure Use Site near the Waltham Town boundary. Access is gained from the gate at 115 Rumford Avenue in West Newton, Massachusetts. There are separate gates for entering and exiting the site via Rumford Avenue. The entrance gate is used by the public to access the Recycling Depot which operates Monday through Saturdays 7:00 AM to 2:30 PM with specific dates in the spring, summer and fall for Household Hazardous Waste (HHW) Collection.

There is significantly more traffic entering and exiting the site on HHW collection days. October 18, 2014 is the final date for HHW collection this year.

The OWNER is not specifying a designated truck route for trucking for this Contract. However, the CONTRACTOR shall provide the OWNER with the truck route for approval. The CITY reserves the right to make adjustments to the proposed trucking route should it impact other on-going construction or create significant congestion in a village center. The CONTRACTOR shall notify the OWNER in writing of the final destination of the street sweeping and tailing material.

The OWNER shall provide suitable equipment and operators for loading trucks in an efficient manner.

Street sweeping material is not regulated as a solid waste; as such no testing has been performed on the soils and no data is available. The CITY makes no claims regarding the absence or presence of any oil and/or hazardous materials (OHM) in the soils. Should any testing be required by the disposal facility, it shall be performed at the CONTRACTOR's expense. Prior to any sample collection and analysis, the CONTRACTOR shall provide a letter to the OWNER detailing the proposed testing. If the OWNER does not approve the collection of the proposed samples, the CONTRACTOR shall identify a facility that will accept the stockpiled soils without testing.

Scope of Work

Furnish all necessary labor, materials, and equipment required, including but not limited to the mobilization, transportation and disposal of the street sweeping material in accordance with all laws and regulations and demobilization.

The Work includes, but is not necessarily limited to the following:

1. Maintain the existing site in a manner that allows for the continuous use and access by City of Newton staff and its contractors.
2. Standby for up to 30 minutes while the OWNER's operator loads the CONTRACTOR supplied trucks. The CONTRACTOR shall make every effort to stagger the trucks so that standby time can be minimized.
3. Provide the OWNER with a "Letter of Intent" from the designated disposal or re-use facility accepting the street sweepings material / soils. No hauling shall commence until written confirmation is received from the destination facility indicating that the quantity of soils has been accepted.

Transportation and disposal of the street sweeping material (soils) and or tailings shall be in a manner that satisfies local, state and federal regulations.

The street sweeping material has been collected from the City streets and publicly-owned parking lots over the last 5 years and has been stockpiled at the site for this entire time period. The street sweeping material consists predominately of loam with some gravel, sands, leaves and organic matter interspersed with trash.

The tailings material has been collected from the remains of the City loam processing operation. The tailing material consists of some gravel and organic material that was not suitable for loaming operations.

Contractor's Use of Premises

CONTRACTOR shall perform work at the site Monday through Friday, 7:00 am to 2:30 pm. Work may be performed outside of these hours and on Holidays and Saturdays with special permission from the OWNER.

Upon mobilization to the site, the CONTRACTOR shall be responsible for the following:

Preparation of the site for CONTRACTOR's equipment and truck access.

Control of odors, dust and off-site impacts from these operations as required preventing nuisance conditions at the site.

SUBMITTALS

Submit to the OWNER for review and approval, the following information related to the proposed off-site Reuse, Recycling, Treatment and Disposal Facilities.

A list of facilities proposed to be utilized for the re-use or disposal of the stockpiled soils. The list shall also include the proposed use and/or re-use of the soils.

A minimum of 14 days prior to transport of any soils from the site, submit a letter from each CONTRACTOR-proposed facility indicating the following:

- a. A statement from the facility operator indicating that s/he, or their representative, has visually inspected Newton's street sweeping soils and will accept these soils;
- b. The quantity of soils the facility will accept;
- c. Any conditions for acceptance; and
- d. Proposed use of the soils.

Method of Measurement

Measurement for payment under Item 2 on the Bid Form will be on a per cubic yard basis, as measured after vehicle loading, for the loading of CONTRACTOR supplied trucks with OWNER supplied equipment and labor, preparation and implementation of required tracking paperwork, transportation of loaded trucks to the designated facility and disposal of stockpiled soils.

Measurement for payment under Item 4 on the Bid Form will be on a per cubic yard basis, as measured after vehicle loading, for the loading of CONTRACTOR supplied trucks with OWNER supplied equipment and labor, preparation and implementation of required tracking paperwork, transportation of loaded trucks to the designated facility and disposal of stockpiled soils.

Basis of Payment

Payment for Item 2 will be made for the quantity determined above at the unit price bid per cubic yard which price and payment shall be full compensation for all labor, equipment and materials required to perform the Scope of Work.

Payment for Item 4 will be made for the quantity determined above at the unit price bid per cubic yard which price and payment shall be full compensation for all labor, equipment and materials required to perform the Scope of Work.

Item: 3 – MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETIONARY FUND)

Description

The intent of this section is not for work or materials typically incidental to other work items performed and/or rendered under this contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

All work under this item shall be paid for by one or a combination of the following methods at the City's discretion:

- a. Unit prices previously bid
- b. An agreed lump sum
- c. The actual cost of:
 - 1. labor, including foreman;
 - 2. materials entering permanently into the work;
 - 3. the ownership or rental cost of construction plant & equipment during the time of use on the extra work;
 - 4. power and consumable supplies for the operation of power equipment;
 - 5. insurance;
 - 6. social security and old age, and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon, but **not to exceed fifteen per cent (15%) of the actual cost of the work**. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor's cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor's cost of supervision, overhead, profit, bond, and any other general expenses.

Basis of Payment

Payment for work completed under **Item 3** shall be as specified above, in full or in part, as pre-approved by the Engineer.

END OF SECTION